

# **EXHIBIT “2”**

**AGREEMENT ADDENDUM**  
4.0 Curriculum Design Document**Bank of America****Supplier Name:** IP Solutions, Inc.**Agreement Number:** 25048-001-001**Supplier Address:** 160 Bovet Road, Suite 400,  
San Mateo, CA 94402**Statement of Work #:** 2**Supplier Telephone:** 650-578-6300**Effective Date:** 3-8-2005

This Addendum to the subject Agreement is by and between Supplier and Bank of America, N.A. ("BANA"). Each capitalized term used but not defined herein shall have the meaning assigned in the Agreement. The rights of BANA set forth in this Addendum shall inure to BANA's and its Affiliates.

BANA and Supplier agree as follows:

1. As of April 1, 2004, FleetBoston Financial Corporation merged with and into Bank of America Corporation, with Bank of America Corporation as the surviving corporation.
2. Bank of America, N.A. ("BANA") has assumed any and all of Bank of America Technology and Operations ("BATO") obligations under the Master Agreement 25048-001-001.
3. Add Statement of Work #2 attached hereto.

The terms and conditions of the Agreement, except as duly modified by this and previous Addendums, if any, remain in full force and effect.

IP Solutions, Inc.  
("Supplier")

By: Thomas Biniek

Name: Thomas Biniek

Title: CFO

Date: 3-8-2005

Bank of America, N.A.  
("BANA")

By: Anh Hoang

Name: Anh Hoang

Title: AVP-Sourcing Lead

Date: 3-8-2005

**SCHEDULE A-1: STATEMENT OF WORK #2**  
 (incorporated by reference into Agreement # 25048-001-001)

**1. PROJECT OVERVIEW:** 4.0 Curriculum Design Document

**2. DELIVERABLES:**

Gather requirements for 4.0 Education Courses

- Project Management Foundations
- Detailed Course
- Overview Course

Develop 4.0 Education Design Document

**3. TOTAL COST BREAKDOWN:** Pricing hereunder shall be a "not to exceed" bid price.

Cost Category	Daily Rate	# Days	Total
Instructional Designer/ Project Manager			
Project Manager	\$2,500	10	\$25,000 + Travel Exp

**4. PROJECT SCHEDULE:**

Milestone Number	Timeframe	Deliverable(s)	Responsible Party (e.g. Supplier, BANA, Joint)	Milestone Payment (to be invoiced upon acceptance of associated milestone)
1	April 18, 2005	Requirements for 4.0 Education Courses: <ul style="list-style-type: none"> <li>o Project Management Foundations</li> <li>o Detailed Course</li> <li>o Overview Course</li> </ul>	Supplier	This first phase and first set of deliverables related to scoping the project will be billed in a lump sum upon completion. No more than \$25,000 + travel.
2		4.0 Education Design Document	Supplier	
3		Sign-off on 4.0 Education Design Document	BANA	

**5. ACCEPTANCE OF DELIVERABLES:** All Deliverables set forth above shall be subject to acceptance by BANA as determined in its sole discretion. If BANA determines that one or more Deliverables fail to conform to this SOW (or to the description provided in any other document incorporated by reference herein), BANA may withhold the corresponding Milestone Payment(s). BANA and Supplier may agree to a mutually acceptable plan for correcting the non-conforming Deliverable(s).

**6. PROJECT CONTACTS:**

Supplier Contact	BANA Contact
Ellen Maxwell IPSolutions, Inc 160 Bovet Road, Suite 400 San Mateo, CA 94402 650-931-2750	Jennifer Hamood <a href="mailto:Jennifer.Hammond@bankofamerica.com">Jennifer.Hammond@bankofamerica.com</a> 704-388-9048

## 7. BANA INVOICE ADDRESS:

Send invoices to
Same as above

8. **PRINTING & FULFILLMENT OF COURSE MATERIALS/DOCUMENTATION:** The development and delivery of the following course materials and documentation are included within the scope and pricing set forth above (e.g. instructor's manual, participant's manual, PowerPoint deck, overhead projector transparencies)(note which party will be responsible for printing & fulfillment and whether this is an additional cost or already included)

## 9. TOOLS USED FOR PROJECT:

Supplier represents and warrants that no proprietary tools or programming languages will be used to develop the Course and that only industry-standard tools will be used for Course development. Supplier shall use the following authoring tools, development tools, and/or programming languages to develop the course hereunder (e.g. Dreamweaver, Flash, Lectora, etc.):

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10. **TRAVEL & EXPENSES:** Any travel and living expense expressly requested by BANA of Supplier must be pre-approved by BANA prior to Supplier incurring said expenses and shall be itemized on the monthly invoices submitted to BANA. Furthermore, Supplier shall book all travel arrangements through BANA's third party travel agent, Rosenbluth Travel. The primary BANA contact will work with Rosenbluth to set up a Supplier profile enabling Supplier to book travel online or by calling a toll free number. Supplier shall not charge BANA for travel time.